



## REQUEST FOR PROPOSAL (RFP)

Date: March 17, 2017

RFP NUMBER: **RFP 03-17-17-GMHSFS**

RFP SUBJECT: **GEORGE MASON HIGH SCHOOL FEASIBILITY STUDY**

SEALED PROPOSALS  
TO BE SUBMITTED ONLY TO:

Purchasing Office/City of Falls Church  
300 Park Avenue, Rm 300 East  
Falls Church, Virginia 22046 / Phone (703) 248-5007

PROPOSAL DUE DATE AND TIME: **by no later than April 7 at 11:00 a.m.**

Prevailing Local time (Purchasing Office Clock)

Proposals are to be presented for time and date validation  
**ONLY to the City of Falls Church Purchasing Office.**

All inquiries and questions should be made in writing and forwarded to James R. Wise, Purchasing Agent, via email to [jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov) by no later than **five (5) business days prior to the RFP due date (March 31, 2017 by 12:00 p.m.)**.

**NON-MANDATORY PRE-PROPOSAL MEETING: March 23, 2017** (See Page 6 for details)

\*\*\*\*\*

**THIS PAGE AND ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED,  
AND RETURNED WITH PROPOSAL**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal (See Section XII – Proposal Submission Covenants).

***Please type or legibly print all information.***

LEGAL NAME & ADDRESS OF FIRM:

\_\_\_\_\_  
Company's Legal Name By: \_\_\_\_\_  
Authorized Representative - Signature in Ink

\_\_\_\_\_  
Street Address (not PO Box) Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Zip: \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

FAX: \_\_\_\_\_ VA SCC Business Registration # \_\_\_\_\_  
*See Section V "Proof of Authority To Transact Business In VA"*

**Offer package contains appropriately marked proprietary and/or confidential information. ☐ No ☐ Yes**

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**RFP 03-17-17-GMHS**  
**GEORGE MASON HIGH SCHOOL FEASIBILITY STUDY**

| <b><u>SECTION</u></b>  | <b><u>PAGE</u></b> |
|--|--------------------|
| I. SUBJECT-----  | 4                  |
| II. GENERAL -----  | 4                  |
| III. COMPETITION INTENDED -----  | 5                  |
| IV. ELIGIBILITY -----  | 5                  |
| V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA -----   | 5                  |
| VI. RIGHTS OF THE CITY -----   | 6                  |
| VII. PRE-PROPOSAL CONFERENCE -----   | 6                  |
| VIII. SCOPE OF WORK -----  | 6                  |
| IX. PROPOSAL SUBMITTAL & EVALUATON GUIDELINES -----  | 7                  |
| X. OVERVIEW - PROCESS OF CONTRACTOR EVALUATION & SELECTION -----   | 7                  |
| XI. COST PROPOSALS -----   | 7                  |
| XII. PROPOSAL SUBMISSION COVENANTS -----   | 8                  |
| XIII. CONTRACT TERM AND RENEWAL OPTIONS -----  | 10                 |
| XIV. RATES AND RATE ADJUSTMENTS -----  | 11                 |
| XV. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES -----  | 11                 |
| XVI. SUBCONSULTANTS -----  | 11                 |
| XVII. TRADE SECRETS OR PROPRIETARY INFORMATION -----   | 12                 |
| XVIII. DEBARMENT STATUS -----  | 12                 |
| XIX. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP -----  | 13                 |
| XX. CONTRACT DOCUMENTS -----   | 13                 |
| XXI. CONTRACT AWARD -----  | 13                 |
| XXII. PROTEST OF AWARD OR DECISION TO AWARD -----  | 14                 |
| XXIII. DOCUMENTATION OF CONTRACTOR PERFORMANCE ISSUES.....   | 14                 |
| XXIV. TAX EXEMPTION -----  | 14                 |
| XXV. ANTI-DISCRIMINATION -----   | 15                 |
| XXVI. ORDER OF PRECEDENCE -----  | 15                 |
| XXVII. EQUAL OPPORTUNITY AND SMALL, MINORITY-OWNED, WOMEN-OWNED AND<br>SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICIPATION ----- | 15                 |
| XXVIII. COOPERATIVE PROCUREMENT -----  | 16                 |

**ADDITIONAL ATTACHMENTS:**

*Please download the following RFP Attachments separately:*

**ATTACHMENT A – Scope of Work & Requirements**

- Appendix 1 – GM Athletic Complexes Layout
- Appendix 2 – GMHS A-B Wings with Demo
- Appendix 3 – GMHS Program
- Appendix 4 – Educational Specification For Requirements For  
Grade 9-12 High School George Mason High School
- Appendix 5 – GMHS Level of Quality
- Appendix 6 – Mary Ellen Henderson MS Program
- Appendix 7 – Pool Facility Program
- Appendix 8 – GMHS Draft Schedule

**ATTACHMENT B – Proposal Submittal & Evaluation**

**ATTACHMENT C – General Definitions, Conditions and Instructions to Offerors**

**ATTACHMENT D – Forms**

*The following must be completed and submitted with all Proposal Packages:*

- Authority to Transact Business in Virginia
- Company Information
- References

## I. SUBJECT

The City of Falls Church ("City") is soliciting proposals from qualified firms to provide professional services as is further described herein.

See **Attachment A** for detailed Scope of Work and General Requirements, and **Attachment B** for Proposal Submittal & Evaluation guidelines.

## II. GENERAL

- A. The term "Consultant" in this solicitation shall be understood as synonymous with the term "Contractor." The term "Subconsultant" shall likewise be understood as synonymous with "Subcontractor" and shall include firms and/or persons either directly or indirectly employed by Consultant, partners identified in the proposal, and/or others furnished by or acting at Consultant's direction or on Consultant's behalf under the contract.
- B. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church's website: [www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids). This solicitation and any associated addenda may also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- C. Offerors should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.**

All addenda must be signed and submitted with your proposal.

- D. All questions pertaining to this solicitation must be **in writing** and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed **only** to:

Jim Wise, Purchasing Agent  
 The City of Falls Church  
 300 Park Ave, Falls Church, VA 22046  
[jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov) Phone: 703.248.5007 (TTY 711)

No inquiries, if received by the Purchasing Agent in less than five (5) business days of the date set for the opening of proposals, will be given any consideration. Any material question or interpretation of a specification or requirement, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website ([www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids)) no later than three (3) days before the date set for receipt of proposals. If utilized for the initial RFP release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

- E. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- F. ACCEPTANCE OF PROPOSALS - BINDING 160 DAYS: All proposals submitted shall be binding for one hundred and sixty (160) calendar days following the solicitation opening date, unless extended by mutual consent of all parties.
- G. CONTACT RESTRICTED - No Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent's designee concerning or related to this RFP, after the date of this solicitation's release and before award or cancellation of this RFP except with the foreknowledge and permission of the Purchasing Agent or his/her representative. Any contact in contradiction to this

requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.

- H. INFORMATION RESTRICTED – All requests to or from an Offeror, potential Offeror or other third party regarding information about this Solicitation, including its interpretation, progress, negotiations and/or award status should be referred directly to the City's Purchasing Agent or designee. Failure to comply with this requirement may be cause for an Offeror's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of an Offeror's proposal development and/or proposal update under this Solicitation.
- I. This solicitation is being conducted in accordance with the guidelines of the Competitive Negotiation (Professional Services) method of contractor selection per the Virginia Public Procurement Act which is incorporated herein by reference.

### III. COMPETITION INTENDED

It is the City of Falls Church's intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the City's Purchasing Manager, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager not later than fifteen (15) days prior to the date set for acceptance of proposals. Any such notification shall be sent to the City's Purchasing Agent's email address: [jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov). Confirmation of email receipt shall be the responsibility of the notifying Offeror.

Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All qualified Offerors are encouraged to submit proposals.

### IV. ELIGIBILITY

A. The following are minimum requirements for proposal submission:

1. The Offeror must submit its Virginia State Corporation Commission ("SCC") registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia".
2. The Offeror must be currently licensed in accordance with any specific requirements of this solicitation and the Code of Virginia (Architect, Licensed Engineer, Contractor's license, etc).

It is the Offeror's sole responsibility to have knowledge of the applicable license(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.

3. The Offeror must have completed two (2) similar High School design projects in the last ten (10) years.
- B. Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in City procurement, conducting business or submitting bids on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government, is not eligible for contract award under this solicitation.
  - C. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.

### V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that proposals include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in this section. **Please complete the Proof of Authority to Transact Business in Virginia form (found in Attachment D) and submit it with your Proposal. Failure to provide this**

**information or providing inaccurate or purged information may result in rejection of your proposal.**

- B. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission (SCC). The Offeror shall provide its SCC ID number on the cover sheet of this solicitation and on the appropriate form.
- C. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Proposal, for consideration by the City, a signed statement attached to the Cover Sheet of this RFP, describing why the Offeror is not required to be so authorized under Title 13.1 or Title 59 of the Code of Virginia. Any Offeror described herein that fails to provide the required information or for whom such signed exception is not considered valid by the City, shall not receive an award unless a waiver of this requirement is granted, in writing, by the City Manager.

## **VI. RIGHTS OF THE CITY**

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
  - 1. Cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities.
  - 2. Award a contract to multiple vendors by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the City.
  - 3. Issue RFPs for similar work and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposed hereunder, in consideration of the City's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
  - 4. Add, delete or change services, locations, requirements, frequency of service, or other factors related to the products and/or work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
  - 5. Use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the City.

## **VII. NON-MANDATORY PRE-PROPOSAL CONFERENCE MEETING**

- A. A non-mandatory Pre-proposal Conference Meeting will be held as follows:
  - **March 23, 2017** at 10:00 a.m. in the FCCPS Central Office Conference Room (800 W. Broad St, Ste 203, Falls Church, VA 22046).
- B. The purpose of the Pre-Proposal Conference Meeting is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Due to the importance of a clear understanding of the Scope of work and requirements of this RFP, attendance at the relevant meeting is very strongly encouraged.
- C. Please bring a copy of this RFP to the conference. Any material RFP changes resulting from this conference will be issued in a written addendum to the solicitation.

## **VIII. SCOPE OF WORK**

*See Attachment A for Detailed Scope of Work.*

## IX. PROPOSAL SUBMITTAL & EVALUATION GUIDELINES

*See Attachment B.*

## X. OVERVIEW - PROCESS OF CONTRACTOR EVALUATION & SELECTION

The City's procurement, evaluation and selection process for professional engineering consultant services shall comply with the Virginia Public Procurement Act (VPPA), Section 2.2-4302 *Process for Competitive Negotiation*.

Using the criteria specified in this RFP, each proposal will consist of two (2) parts, the Technical Proposal and the Cost Proposal, to be individually scored by City Selection Committee ("Committee") team members. The Committee will then meet and finalize a combined ranking of all proposals and determine which Offerors will be selected for further evaluation and presentations. Those firms will be notified in writing and advised of the schedule for interviews and/or presentations; at that time additional documentation may be requested by the City Purchasing Agent. After interviews/presentations are completed, the Committee will meet to discuss and determine the Final Ranking order.

The Purchasing Agent will contact the top-ranked offeror and begin negotiations. The purpose of the negotiations is to agree upon a contract and rates which are reasonably acceptable to all parties. Only one Offeror may be negotiated with at any one time. If a mutually agreeable contract cannot be finalized with the top-ranked firm, then negotiations with that firm will be formally terminated and negotiations with the second-ranked offeror will begin as required by the VPPA.

## XI. COST PROPOSALS

The Cost Proposal shall be construed as a **"lump sum" total** that includes all costs associated with fulfillment of this requirement, as detailed in the Scope of Work (Attachment A).

As directed in Attachment B, Paragraph I(C), Cost Proposals are to accompany the Offeror's Technical Proposal in a **separate, sealed envelope**, clearly labeled as such, including the Offeror's name, RFP number and title.

**NO RATES, FEES, PRICES OR ANY OTHER COSTS ARE TO BE INCLUDED IN THE TECHNICAL PROPOSAL PACKAGE.**

The City reserves the right to request additional information related to cost proposals.

## XII. PROPOSAL SUBMISSION COVENANTS

The Offeror's signature on the RFP Cover Page covenants and certifies acknowledgement and compliance with following:

### 1. Fully Informed

The Offeror acknowledges that they have read this solicitation, understand it, has satisfied itself from its own investigation of the conditions to be met and/or products to be provided, fully understands Offeror's obligation, agrees to be bound by this solicitation's terms and conditions, and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition the Offeror has or will provide properly trained employees, staff, subcontractors (if approved by the City), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of products and/or work proposed and to be provided under this RFP.

### 2. Collusion

In the preparation and submission of this RFP, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in



the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### 3. Employees Not to Benefit

- a. To the best of the Offeror's knowledge, no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing this contract.

If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in Paragraph "a" has been or will be received in connection with a proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation for RFP Number should be referenced in the disclosure.

### 4. Licenses and Insurance

The firm submitting the Offer is licensed and registered to do business in the Commonwealth of Virginia and has the current licensing and certification as may be required under this solicitation as of the date of Offeror submission.

If awarded the contract, the Consultant shall have insurance coverages as specified in section entitled "Standard Provisions", sub-section entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.

### 5. Ethics In Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, pertaining to Offerors, Offerors, contractors, and subcontractors are applicable to this solicitation. By submitting a proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

### 6. Conflict of Interest

The provisions referenced in the paragraph above entitled "Ethics In Public Contracting" supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et



seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

7. **Employment Discrimination By Consultant/Contractor Prohibited**

During the performance of any resultant contract, the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that:

In every contract over \$10,000.00 the provisions in Paragraphs "a" and "b" below apply:

a. During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

8. **Drug Free Workplace**

In every Contract over \$10,000 the following shall apply:

During the performance of any resultant contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **XIII. CONTRACT TERM AND RENEWAL OPTIONS**

- A. If a contract is awarded, it shall cover the target period from date of award for a 12-month initial term. The City reserves the right to renew the contract upon the same pricing, terms, and conditions at the expiration of its initial term for four (4) additional, successive one-year periods, except as otherwise provided herein, contingent upon availability of funds for the purpose and the needs of the City. Contract renewals must be authorized by and coordinated through the City's Purchasing Department. Automatic contract renewals are prohibited.

- B. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.  
Contractor shall notify the City, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.
- C. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Awarded contract(s) shall cover the target period through completion of all requirements and acceptance of all deliverables under all Task Orders.
- D. MULTIPLE AWARDS - The City reserves the right to award contracts to more than one qualified firm, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the City to do so. Each multiple award contract will be negotiated and awarded sequentially following the same procedures set forth in the VPPA.
- E. NON-APPROPRIATION OF FUNDS - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

#### XIV. RATES AND RATE ADJUSTMENTS

**No rates or fee schedules are to be included in the Technical Proposal. The Offerors' Cost Proposal is to be submitted in a separate, sealed envelope, containing rates, fees, and project costs.**

- A. All Contract rates and pricing will remain fixed through the first term of the contract or 365 days, whichever is later.
- B. Thereafter, the Contractor may request, in writing, an increase in unit prices once every 365 days to coincide with the contract anniversary.
- C. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase. The request for a change in the unit price shall include as a minimum, the cause for the adjustment and the proposed effective date, and; the amount of the change requested.
- D. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Baltimore area using Table 4 *Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index*; Washington-Baltimore, DC-MD-VA-WV area as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website or five percent (5%), whichever is lower.
- E. All increases must be reviewed and approved by the City's Purchasing Agent. Any price adjustment agreed to shall take place only in accordance with the schedule defined above as documented in a contract amendment.
- F. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
- G. Rates specified by the Offeror shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- H. Price reductions may be initiated by the Offeror at any time and shall be effective immediately.

**No prices, rates or fees are to be provided with initial Proposal submittal.**

**XV. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**

- A. Tasks or quantities described in this RFP shall not be construed to represent any amount of services of which the City shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to perform all services which may be ordered under the contract.
- B. The City reserves the right to expand or delete services as necessary and cannot guarantee the amount of work or predict funding for planned projects.
- C. No proposal will be considered which stipulates that the City shall guarantee to order a specific service, task or quantity thereof.

**XVI. SUBCONSULTANTS**

In the event that the Offeror desires to subcontract some part of the work specified in this solicitation, the Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. In addition, if during the course of the contract, the Offeror wishes to use a subcontractor(s) other than the firms identified in its original proposal, advance written notice and approval of the City shall be required. In some instances, state or federal agency approval of additional Subconsultant(s) shall be required. The City reserves the right to reasonably reject the Consultant's selection of subcontractors.

- A. The Offeror shall provide services as the Prime Contractor under any resultant contract and all subcontractors shall be responsible to the Prime Contractor.
- B. The Contractor shall be and remain fully liable and responsible for directing and supervising their subcontractors, all payment to, and their subcontractor's performance (including acts and omissions) under the contract. The Contractor shall be liable and responsible for their subcontractor's compliance with all requirements of the contract including but not limited to: insurance, federal, local and state laws, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.
- C. The Contractor shall not enter into any contract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- D. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- E. Nothing contained in this solicitation or any resultant contract shall create any contractual relationship between any subcontractor and the City.
- F. When so requested by the City, the Contractor shall provide a copy of its contract with a specific subcontractor. For tasks supported by federal funds, the Contractor shall be responsible for ensuring that the subcontracts complies with federal contract requirements as applicable.

**XVII. TRADE SECRETS OR PROPRIETARY INFORMATION**

- A. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the

Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.

- B. If the proposal contains any proprietary or trade secret material, such notice must be attached as the **first page of the proposal and clearly identify the material/information** by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.
- C. **Classification of an entire proposal document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

#### **XVIII. DEBARMENT STATUS**

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the U.S. Government's System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov).

#### **XIX. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP**

- A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website ([www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids)) and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal.

#### **XX. CONTRACT DOCUMENTS**

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded inclusive of any terms, conditions and/or provisions that may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations.
- B. Other documents which shall become a part of any resultant contract include but are not limited to:
  - 1. Offeror's Proposal and any modifications accepted by the City;
  - 2. Proposal clarifications; responses to questions/issues;
  - 3. Documents submitted in conjunction with oral discussions/presentations; and
  - 4. Memoranda of Negotiations including cost proposal.
- C. **EXCEPTIONS** – This solicitation contains terms and conditions the City favors and intends to use in any resultant contract. The City reserves the right to negotiate any and all terms, conditions, prices and/or exceptions as may be in its best interest.

- D. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the City or Purchase Order is issued and accepted.
- E. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

## **XXI. CONTRACT AWARD**

- A. Following initial evaluation of the written Proposals as submitted and other information gathered to date, the City will make selection of Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the RFP. The City may request the selected Offerors to make oral presentations.
- B. The City shall engage in individual discussions with two (2) or more Offerors it deems to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews are permissible. Offerors will be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed contract, as well as alternative concepts. At the discussion stage, the City may request and discuss non-binding fee schedules and/or total project costs including man-hours or costs for services.
- C. At the conclusion of discussions, on the basis of the evaluation criteria so stated in the RFP and all information developed in the selection process to this point, the City shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- D. Negotiations shall then be conducted, beginning with the highest ranked Offeror. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked highest shall be formally terminated and negotiations conducted with the Offeror ranked next highest, and so on until a contract is awarded at a fair and reasonable price. Alternately, the City may elect to cancel this solicitation and make no award.
- E. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- F. The City reserves the right to conduct a cost or price analysis for any proposed procurement. If only one proposal is received in response to the RFP or the City otherwise determines that there is insufficient competition, a cost proposal and analysis of three (3) contracts, if available, awarded to the Offeror within the past two (2) years may be requested of the single Offeror. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable
- G. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.
- H. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion.
- I. Offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award (Code of Virginia, §2.2-4342D). The Proposal Evaluation results shall remain confidential until after the Notice of Contract Award and contract execution with the successful Offeror(s). Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
- J. All awards for professional goods and services over \$60,000 are contingent upon City Council approval.



- K. Public announcement of an award or intent to award will be posted on the City's website: [www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids).
- L. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief any Offeror.

## **XXII. PROTEST OF AWARD OR DECISION TO AWARD**

Any Offeror may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

## **XXIII. DOCUMENTATION OF CONTRACTOR PERFORMANCE ISSUES**

The City has instituted the Documentation of Contractor Performance Issue (DCPI) procedure to assist staff in documenting Contractor/Consultant performance issues. This procedure is intended to improve the quality of services by facilitating communication between the City and Contractors/Consultants with regard to issues requiring remedial action. This procedure is not considered punitive but should a Contractor/Consultant receive repeated DCPI issuances, the City will consider taking additional steps, including but not limited to the issuance of a "Notice to Cure" and termination of the contract.

## **XXIV. TAX EXEMPTION**

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, an Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

## **XXV. ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E)

## **XXVI. ORDER OF PRECEDENCE**

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this RFP, the specific provisions of the RFP shall take precedence over the "Standard Provisions" which shall take precedence over the "General Conditions and Instructions to Offerors" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Request for Proposals which shall take precedence over the Offeror's response to the Request for Proposals unless otherwise stipulated in the contract.

- C. For tasks or projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this RFP and the terms, conditions and/or provisions of such agency, that agency's terms, conditions and provisions shall take precedence.

## **XXVII. EQUAL OPPORTUNITY AND SMALL, MINORITY-OWNED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

The City endeavors to contribute to the preservation and growth of small, minority-owned, women-owned and service-disabled veteran-owned businesses by encouraging participation in the procurement process for goods and services. The City:

- a. Prohibits employment discrimination by contractors and requires that every City contract over \$10,000 include language to this effect, including subcontracted work; and
- b. Publishes formal solicitations on the Commonwealth's eProcurement portal, eVA, which provides access to procurement opportunities by firms registered with the Virginia Department of Small Business and Supplier Diversity (SBSD).

The SBSD is Virginia's agency dedicated to enhancing the participation of small, women- and minority-owned businesses in Virginia's procurement process. SBSD administers three certification programs: 1) **SWaM** - The Small, Women-owned, and Minority-owned Business certification program (state); 2) **DBE** - The Disadvantaged Business Enterprise certification program (federal); and 3) **ESO** - Employment Services Organization providing community-based employment services to individuals with disabilities. More information is available at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov).

Contractors/consultants are encouraged to use SWaMs on all state-funded projects and DBEs on federally-funded projects. For certain grant-funded projects, SWaM or DBE requirements and/or goals shall be applicable and the City's vendors shall comply with the requirements set forth by the U.S. OMB pertaining to small and minority business utilization.

Notwithstanding the above, City contracts shall be awarded to the lowest responsible and responsive bidder or best value proposal in accordance with the solicitation value, type and evaluation/award details therein. There is no set aside program.

## **XXVIII. COOPERATIVE PROCUREMENT**

- A. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of other public bodies. Except for contracts for architectural or engineering services and certain Construction contracts over \$200,000, any resultant contract may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.
- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

**NOTE: See Attachment C for City of Falls Church Standard Terms and Conditions, and General Definitions, Conditions & Instructions to Offerors.**